

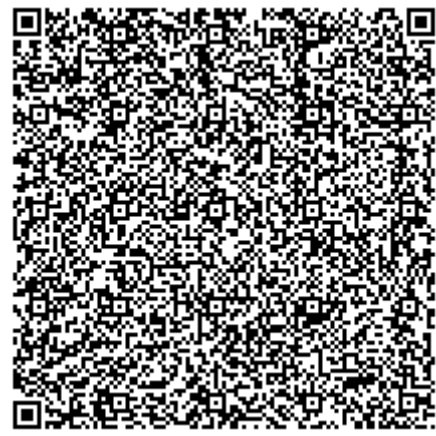


## Tax Invoice

Invoice Number  
602122103385

Invoice Date  
29-APR-21

Page  
1 of 3



IRN 708b5d65d866e275933dbb88921df1bed013b3b8cbdcef7c2a7c4d1c0a2d3ab7

### Invoiced by

Domino Printech India LLP  
Plot no.117, Sector 8  
IMT Manesar  
Gurugram, Haryana  
India,122050  
State Code: 06  
GSTIN: 06AAMFD9286F1Z1



buydomino.com Account No: 310466

### Invoice Address

Village Milk  
No.64,M.Agaram  
Vijayapuram Mandalam  
Chittor District  
Vijayapuram mandalam Andhra Pradesh 517586

### Delivery Address

Village Milk  
No.64,M.Agaram  
Vijayapuram Mandalam  
Chittor District  
Vijayapuram mandalam Andhra Pradesh 517586

e-Waybill No. 371314180031

|                                        |                            |                              |
|----------------------------------------|----------------------------|------------------------------|
| Reference No.<br>Letterhead/dt23-04-21 | Delivery No.<br>37041799   | Freight Carrier<br>Blue Dart |
| Customer Account No.<br>310466         | Delivery Date<br>29-APR-21 | Freight Terms<br>DPIL A/c    |
| Customer GSTIN<br>37AYOPP8478R2ZU      | Order No.<br>27177837      | Waybill No.<br>56508302152   |

| Line | Part No      | Description                                                               | HSN/SAC Code | Qty | UOM  | Unit Price | Taxable Value | Tax Type | Tax Rate | Tax Amount |
|------|--------------|---------------------------------------------------------------------------|--------------|-----|------|------------|---------------|----------|----------|------------|
| 1    | INAXMC       | DOMINO AX-SERIES PRINTER: CONFIGURED AS<br>Serial Number:<br>AX5000008159 | 844339       | 1   | Each | 0.00       | 0.00          | IGST     | 18%      | 0.00       |
| 2    | AX150/SP     | DOMINO CIJ AX150 PRINTER<br>Net Unit Wt (Kg): 20.00                       | 844339       | 1   | Each | 150,000.00 | 150,000.00    | IGST     | 18%      | 27,000.00  |
| 3    | EPT018236ATO | AX150I CORE PRINTER                                                       | 844339       | 1   | Each | 0.00       | 0.00          | IGST     | 18%      | 0.00       |
| 4    | EPT027442ATO | IPULSE 3M, 60U, PRINthead & CONDUIT                                       | 844399       | 1   | Each | 0.00       | 0.00          | IGST     | 18%      | 0.00       |

Continued

GST input credit to (Place of Supply): Village Milk, No.64, M. Agaram, Vijayapuram Mandalam, Chittor District, Vijayapuram mandalam, Andhra Pradesh, 517586, India State Code :37 GST Number :37AYOPP8478R2ZU

Domino Printech India LLP, Plot No. 117 Sector-8 IMT Manesar Gurugram 122 050 Haryana INDIA T+91 (0) 124 2290661

All Payments by NEFT/RTGS to: HDFC Bank Gurugram 122 002 Haryana INDIA Acc.No. 50200023275897 IFSC Code HDFC0000044 PAN No: AAMFD9286F

E. & O.E. All transactions are subject to our general terms of contract

# General Terms & Conditions of Sale

## Domino Printech India LLP

### 1. Contract

1.1. All quotations given, orders accepted and contracts entered into by Domino Printech India LLP ("Domino") with any person ("Purchaser") for supply of goods ("Goods") and for services ("Services") are subject to these conditions of sale ("Conditions"). All other terms and conditions, whether expressly stipulated by the Purchaser or implied by trade custom, course of dealing or otherwise are excluded. No variation to these Conditions will be effective unless agreed in writing by an authorised representative of Domino.

1.2. No quotation, estimate or proposal issued by Domino is an offer that is capable of acceptance by the Purchaser. Any order issued by the Purchaser shall be deemed placed subject to these Conditions and shall constitute an offer that Domino may accept or reject. The contract between Domino and the Purchaser ("Contract") shall be formed at the time Domino accepts the Purchaser's order. Domino may accept the Purchaser's order by issuing an order acknowledgement or by other means, including commencing the supply of Goods or performance of Services. No amendments to the Purchaser's order shall be valid unless agreed in writing by an authorised representative of Domino.

### 2. Order and Specifications

2.1. The Purchaser shall be responsible to Domino for ensuring the accuracy of the terms of any order, including any applicable specification, submitted by the Purchaser, and forgiving to Domino any necessary information relating to the Goods and Services within a sufficient time to enable Domino to perform the Contract in accordance with its terms. The specification for the Goods and Services shall be that set out in the Purchaser's order or as otherwise agreed in writing by Domino. Should an order be cancelled by the Purchaser within 2 months of the relevant delivery date Domino reserves the right to impose a reasonable cancellation charge which may equal order value.

### 3. Price and Payment

3.1. The price of Goods and Services shall be the price quoted by Domino. Quoted prices shall remain valid for 30 days. Prices do not include VAT.

3.2. Unless otherwise agreed in writing payment of invoices shall be made in full without any deduction or set-off within 30 days of the invoice date. Payment shall be due whether or not property in the Goods has passed. Time for payment shall be of the essence and if payment is not made in full by the due date Domino may without prejudice to any other remedy:

3.2.1. charge the Purchaser compound interest (running before and after judgment) on all overdue sums at the rate of 2% per month from the date such sum became due to Domino until the Purchaser pays such sum in full together with such interest; and/or

3.2.2. suspend or cancel further supply of Goods or performance of Services whether under this or any other Contract until the Purchaser makes payment in full together with any applicable interest.

### 4. Delivery

4.1. Delivery of the Goods shall unless otherwise agreed be made by Domino delivering the Goods to the location specified in the Purchaser's order or by the Purchaser collecting the Goods at Domino's premises.

4.2. Any dates or times for delivery of Goods and performance of the Services are approximate only. Domino shall use reasonable endeavours to meet such dates or times but so long as it uses such reasonable endeavours Domino shall not be liable to the Purchaser, in contract, or negligence or otherwise for any loss or damage whatsoever resulting from any late delivery or performance.

4.3. Where the Goods are delivered by instalments, any breach by Domino in respect of any one or more instalments shall not entitle the Purchaser to terminate the Contract in whole or in part.

4.4. Upon receipt of the Goods the Purchaser shall examine them and shall within 7 days of such receipt give notice in writing to Domino of any apparent defects and/or shortages. The parties will agree between themselves such further action as may be necessary to remedy the defect and/or shortage. Domino shall not be liable for any defects and/or shortages notified to it after the period of 7 days after receipt.

### 5. Risk and Title

5.1. Risk of damage to or loss of the Goods shall pass to the Purchaser when Domino delivers the Goods to the Purchaser or, if the Purchaser collects the Goods from Domino, when the Goods are loaded onto transport at Domino's premises.

5.2. Notwithstanding the passing of the risk, Domino shall retain title to and ownership of the Goods until it has received payment in full of all sums due for the Goods.

5.3. Until title in the Goods has passed to the Purchaser, the Purchaser shall be in possession of them as a bailee of the Goods for Domino and shall store the Goods, properly insured and protected, separately from any Goods belonging to the Purchaser or any third party and shall be clearly marked and identifiable as being Domino's property. Domino shall be entitled to enter the Purchaser's premises upon reasonable notice to verify the Purchaser's compliance with this clause. If the Purchaser fails to make any payments to Domino when due, or any of the circumstances set out in Clause 8.2 arise, then Domino will have the right, without prejudice to any other remedies:

5.3.1. to enter, without prior notice, any premises where Goods owned by Domino maybe, and to repossess and dispose of any such Goods; and/or

5.3.2. to require the Purchaser not to resell or part with possession of any Goods owned by Domino until the Purchaser has paid in full all sums due to Domino under this or any other Contract.

5.4. The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Domino and if the Purchaser does so all monies owing by the Purchaser to Domino shall (without prejudice to any other right or remedy of Domino) forthwith become due and payable.

### 6. Warranty & Liability

6.1. Domino warrants that the Goods manufactured by it will be free from defects in materials and workmanship for a period of 12 months from the time that risk in them passes to the Purchaser or in the case of inks or other fluids for a period ending on their stated expiry date. In the case of any breach of warranty then Domino shall at its option remedy such defects or refund such sums as the Purchaser has paid to Domino in respect of such Goods. Domino shall be under no liability under the above warranties:

6.1.1. arising from any drawing, design or specification supplied by the Purchaser;

6.1.2. arising from improper installation, storage, use, modification or operation Including but not limited to the use of inks and other fluids not approved by Domino;

6.1.3. in respect of parts, materials or goods not manufactured by Domino in which case Domino shall use reasonable endeavours to pass on to the Purchaser the benefit of any warranty or guarantee as is given by the manufacturer or supplier to Domino.

6.2. Domino warrants that it will carry out the Services with reasonable care and skill. If Domino is shown to be in breach of this warranty in respect of particular Services it shall at its option and cost either re-provide those Services or refund any sums already paid in respect of those Services.

6.3. Domino does not exclude or limit its liability in negligence for death or personal injury, or for fraud or wilful default, or otherwise to the extent as any exclusion or limitation of its liability is void, prohibited or unenforceable by law.

6.4. Subject to Clauses 6.1, 6.2 and 6.3, all representations, warranties and Conditions implied by trade custom, course of dealing, statute, common law or otherwise are excluded to the fullest extent permitted by law.

6.5. Subject to Clause 6.3, in no circumstances shall Domino be liable to the Purchaser, in contract, tort, negligence or otherwise, for any incidental or Consequential loss including, without limitation, any loss of profit, business, revenue, goodwill or anticipated savings or for any special, exemplary or consequential damages or other financial loss whatsoever arising out of or in connection with the Contract or the supply of the Goods or Services or their use or resale (if applicable) by the Purchaser.

6.6. If notwithstanding the provisions of these conditions Domino is found liable for any loss suffered by the Purchaser arising in any way out of or in connection with the Contract or the supply of any Goods or Services, that liability shall in no event exceed the price paid for such Goods or Services.

6.7. The parties hereby confirm that notwithstanding any other provision of the Contract or these Conditions, the Contract shall not and shall not purport to confer on any third party the right to enforce any term of the Contract.

### 7. Force Majeure

7.1. Domino shall not be deemed in breach of the Contract or otherwise liable to the Purchaser, by reason of any delay in performance or non-performance of its obligations under the Contract to the extent that such delay or non-performance is caused by an event or circumstance beyond Domino's reasonable control. In such events Domino may, without liability to the Customer, reasonably vary the terms of the Contract including but not limited to extending the time for performing the Contract by a period of at least equal to the time lost due to such an event

### 8. Terminations

8.1. Domino may at any time by notice in writing to the Purchaser terminate the Contract with effect from the date of service or of such notice if:

8.1.1. the Purchaser commits a material breach of the Contract and fails to remedy such breach within 14 days after Domino has given written notice to the Purchaser identifying the breach and requiring it to be remedied; or

8.1.2. the Purchaser is unable to pay its debts as they fall due or if any petition is presented for the appointment of an administrator or receiver or trustee in bankruptcy in respect of the Purchaser or any part of its undertaking or assets or an administrative receiver is appointed in respect of any of the Purchaser's undertaking or assets or if the Purchaser makes or attempts to make any arrangement with or for the benefit of its creditors or if the Purchaser ceases or threatens to cease to carry on business.

### 9. Miscellaneous

9.1. The expression "in writing" and "written" includes fax transmission. Domino shall be entitled to sub-contract any or all of its obligations under the Contract and to assign the Contract and the Customer shall at the Domino's cost do all such things as may be necessary to enable Domino to so assign the Contract. Any failure or neglect by the Domino to enforce at any time any provision of the Contract shall not be construed nor deemed to be a waiver of any of Domino's rights under the Contract. The Contract shall be governed and construed in accordance with Indian law and the parties hereby submit to the exclusive jurisdiction of the Indian courts in relation to any claim or controversy arising out of or connected with the Contract.

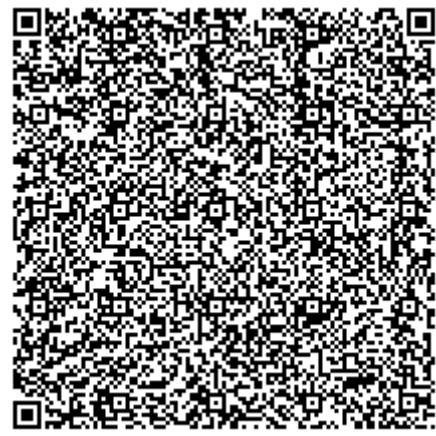


## Tax Invoice

Invoice Number  
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Page  
2 of 3



IRN 708b5d65d866e275933dbb88921df1bed013b3b8cbdcef7c2a7c4d1c0a2d3ab7

| Line | Part No       | Description                                                                                                                                | HSN/SAC Code | Qty | UOM  | Unit Price | Taxable Value | Tax Type | Tax Rate | Tax Amount |
|------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----|------|------------|---------------|----------|----------|------------|
| 5    | EPT021964ATO  | 60ŠİM - 3M HEAD SET UP JUMPER                                                                                                              | 844399       | 1   | Each | 0.00       | 0.00          | IGST     | 18%      | 0.00       |
| 6    | EPT023712ATO  | STANDARD PUMP AX                                                                                                                           | 844399       | 1   | Each | 0.00       | 0.00          | IGST     | 18%      | 0.00       |
| 7    | ITM02ATO      | I TECH MODULE DYE                                                                                                                          | 844399       | 1   | Each | 0.00       | 0.00          | IGST     | 18%      | 0.00       |
| 8    | INK-2BK130    | 2BK130 - INK PRINTER TESTED WITH                                                                                                           | 321511       | 1   | Each | 0.00       | 0.00          | IGST     | 12%      | 0.00       |
| 9    | IC-2BK130     | SPECIALIST 2BK130s FOOD OIL-RESISTANT AND RETORT-RESISTANT BLACK INK<br>Lot Number:<br>IC-2BK130_AD000127<br><b>Net Unit Wt (Kg): 0.76</b> | 321511       | 1   | Each | 0.00       | 0.00          | IGST     | 12%      | 0.00       |
| 10   | MC-2BK130     | MAKE-UP FOR 2BK130s<br>Lot Number:<br>MC-2BK130_DD100068                                                                                   | 321511       | 2   | Each | 0.00       | 0.00          | IGST     | 12%      | 0.00       |
| 11   | WL-210        | WASH 1 LITRE<br>Lot Number:<br>WL-210_DD000131<br><b>Net Unit Wt (Kg): 1.80</b>                                                            | 291412       | 2   | Each | 0.00       | 0.00          | IGST     | 18%      | 0.00       |
| 12   | EPT006460     | PRINT HEAD FLOOR MOUNT KIT Ax-SERIES<br><b>Net Unit Wt (Kg): 17.90</b>                                                                     | 844399       | 1   | Each | 0.00       | 0.00          | IGST     | 18%      | 0.00       |
| 13   | EPT024014-IND | PRINTER STAND Ax-SERIES STANDARD                                                                                                           | 844399       | 1   | Each | 0.00       | 0.00          | IGST     | 18%      | 0.00       |
| 14   | EPP003296     | PRODUCT DETECTOR PROXIMITY ASSY TYPE 2<br><b>Net Unit Wt (Kg): 0.38</b>                                                                    | 903180       | 1   | Each | 0.00       | 0.00          | IGST     | 18%      | 0.00       |

Continued

GST input credit to (Place of Supply): Village Milk, No. 64, M. Agaram, Vijayapuram Mandalam, Chittoor District, Vijayapuram mandalam, Andhra Pradesh, 517586, India State Code : 37 GST Number : 37AYOPP8478R2ZU

Domino Printech India LLP, Plot No. 117 Sector-8 IMT Manesar Gurugram 122 050 Haryana INDIA T+91 (0) 124 2290661

All Payments by NEFT/RTGS to: HDFC Bank Gurugram 122 002 Haryana INDIA Acc.No. 50200023275897 IFSC Code HDFC0000044 PAN No: AAMFD9286F

E. & O.E. All transactions are subject to our general terms of contract

# General Terms & Conditions of Sale

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1.2. No quotation, estimate or proposal issued by Domino is an offer that is capable of acceptance by the Purchaser. Any order issued by the Purchaser shall be deemed placed subject to these Conditions and shall constitute an offer that Domino may accept or reject. The contract between Domino and the Purchaser ("Contract") shall be formed at the time Domino accepts the Purchaser's order. Domino may accept the Purchaser's order by issuing an order acknowledgement or by other means, including commencing the supply of Goods or performance of Services. No amendments to the Purchaser's order shall be valid unless agreed in writing by an authorised representative of Domino.

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4.2. Any dates or times for delivery of Goods and performance of the Services are approximate only. Domino shall use reasonable endeavours to meet such dates or times but so long as it uses such reasonable endeavours Domino shall not be liable to the Purchaser, in contract, or negligence or otherwise for any loss or damage whatsoever resulting from any late delivery or performance.

4.3. Where the Goods are delivered by instalments, any breach by Domino in respect of any one or more instalments shall not entitle the Purchaser to terminate the Contract in whole or in part.

4.4. Upon receipt of the Goods the Purchaser shall examine them and shall within 7 days of such receipt give notice in writing to Domino of any apparent defects and/or shortages. The parties will agree between themselves such further action as may be necessary to remedy the defect and/or shortage. Domino shall not be liable for any defects and/or shortages notified to it after the period of 7 days after receipt.

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5.2. Notwithstanding the passing of the risk, Domino shall retain title to and ownership of the Goods until it has received payment in full of all sums due for the Goods.

5.3. Until title in the Goods has passed to the Purchaser, the Purchaser shall be in possession of them as a bailee of the Goods for Domino and shall store the Goods, properly insured and protected, separately from any Goods belonging to the Purchaser or any third party and shall be clearly marked and identifiable as being Domino's property. Domino shall be entitled to enter the Purchaser's premises upon reasonable notice to verify the Purchaser's compliance with this clause. If the Purchaser fails to make any payments to Domino when due, or any of the circumstances set out in Clause 8.2 arise, then Domino will have the right, without prejudice to any other remedies:

5.3.1. to enter, without prior notice, any premises where Goods owned by Domino maybe, and to repossess and dispose of any such Goods; and/or

5.3.2. to require the Purchaser not to resell or part with possession of any Goods owned by Domino until the Purchaser has paid in full all sums due to Domino under this or any other Contract.

5.4. The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Domino and if the Purchaser does so all monies owing by the Purchaser to Domino shall (without prejudice to any other right or remedy of Domino) forthwith become due and payable.

### 6. Warranty & Liability

6.1. Domino warrants that the Goods manufactured by it will be free from defects in materials and workmanship for a period of 12 months from the time that risk in them passes to the Purchaser or in the case of inks or other fluids for a period ending on their stated expiry date. In the case of any breach of warranty then Domino shall at its option remedy such defects or refund such sums as the Purchaser has paid to Domino in respect of such Goods. Domino shall be under no liability under the above warranties:

6.1.1. arising from any drawing, design or specification supplied by the Purchaser;

6.1.2. arising from improper installation, storage, use, modification or operation Including but not limited to the use of inks and other fluids not approved by Domino;

6.1.3. in respect of parts, materials or goods not manufactured by Domino in which case Domino shall use reasonable endeavours to pass on to the Purchaser the benefit of any warranty or guarantee as is given by the manufacturer or supplier to Domino.

6.2. Domino warrants that it will carry out the Services with reasonable care and skill. If Domino is shown to be in breach of this warranty in respect of particular Services it shall at its option and cost either re-provide those Services or refund any sums already paid in respect of those Services.

6.3. Domino does not exclude or limit its liability in negligence for death or personal injury, or for fraud or wilful default, or otherwise to the extent as any exclusion or limitation of its liability is void, prohibited or unenforceable by law.

6.4. Subject to Clauses 6.1, 6.2 and 6.3, all representations, warranties and Conditions implied by trade custom, course of dealing, statute, common law or otherwise are excluded to the fullest extent permitted by law.

6.5. Subject to Clause 6.3, in no circumstances shall Domino be liable to the Purchaser, in contract, tort, negligence or otherwise, for any incidental or Consequential loss including, without limitation, any loss of profit, business, revenue, goodwill or anticipated savings or for any special, exemplary or consequential damages or other financial loss whatsoever arising out of or in connection with the Contract or the supply of the Goods or Services or their use or resale (if applicable) by the Purchaser.

6.6. If notwithstanding the provisions of these conditions Domino is found liable for any loss suffered by the Purchaser arising in any way out of or in connection with the Contract or the supply of any Goods or Services, that liability shall in no event exceed the price paid for such Goods or Services.

6.7. The parties hereby confirm that notwithstanding any other provision of the Contract or these Conditions, the Contract shall not and shall not purport to confer on any third party the right to enforce any term of the Contract.

### 7. Force Majeure

7.1. Domino shall not be deemed in breach of the Contract or otherwise liable to the Purchaser, by reason of any delay in performance or non-performance of its obligations under the Contract to the extent that such delay or non-performance is caused by an event or circumstance beyond Domino's reasonable control. In such events Domino may, without liability to the Customer, reasonably vary the terms of the Contract including but not limited to extending the time for performing the Contract by a period of at least equal to the time lost due to such an event

### 8. Terminations

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8.1.2. the Purchaser is unable to pay its debts as they fall due or if any petition is presented for the appointment of an administrator or receiver or trustee in bankruptcy in respect of the Purchaser or any part of its undertaking or assets or an administrative receiver is appointed in respect of any of the Purchaser's undertaking or assets or if the Purchaser makes or attempts to make any arrangement with or for the benefit of its creditors or if the Purchaser ceases or threatens to cease to carry on business.

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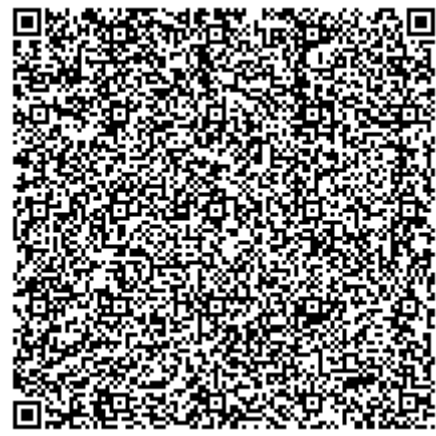


## Tax Invoice

Invoice Number  
602122103385

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Page  
3 of 3



IRN 708b5d65d866e275933dbb88921df1bed013b3b8cbdcef7c2a7c4d1c0a2d3ab7

Payment Terms 30 NET

|                     |     |            |
|---------------------|-----|------------|
| Total Taxable Value | INR | 150,000.00 |
| Total CGST Value    | INR | 0.00       |
| Total SGST Value    | INR | 0.00       |
| Total IGST Value    | INR | 27,000.00  |

Tax Payable on reverse charge basis No

One Lakh Seventy-Seven Thousand Rupees Only

|                     |     |            |
|---------------------|-----|------------|
| Total Invoice Value | INR | 177,000.00 |
|---------------------|-----|------------|

GST input credit to (Place of Supply): Village Milk, No. 64, M. Agaram, Vijayapuram Mandalam, Chittoor District, Vijayapuram mandalam, Andhra Pradesh, 517586, India State Code : 37 GST Number : 37AYOPP8478R2ZU

Domino Printech India LLP, Plot No. 117 Sector-8 IMT Manesar Gurugram 122 050 Haryana INDIA T+91 (0) 124 2290661

All Payments by NEFT/RTGS to: HDFC Bank Gurugram 122 002 Haryana INDIA Acc.No. 50200023275897 IFSC Code HDFC0000044 PAN No: AAMFD9286F

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1.2. No quotation, estimate or proposal issued by Domino is an offer that is capable of acceptance by the Purchaser. Any order issued by the Purchaser shall be deemed placed subject to these Conditions and shall constitute an offer that Domino may accept or reject. The contract between Domino and the Purchaser ("Contract") shall be formed at the time Domino accepts the Purchaser's order. Domino may accept the Purchaser's order by issuing an order acknowledgement or by other means, including commencing the supply of Goods or performance of Services. No amendments to the Purchaser's order shall be valid unless agreed in writing by an authorised representative of Domino.

### 2. Order and Specifications

2.1. The Purchaser shall be responsible to Domino for ensuring the accuracy of the terms of any order, including any applicable specification, submitted by the Purchaser, and forgiving to Domino any necessary information relating to the Goods and Services within a sufficient time to enable Domino to perform the Contract in accordance with its terms. The specification for the Goods and Services shall be that set out in the Purchaser's order or as otherwise agreed in writing by Domino. Should an order be cancelled by the Purchaser within 2 months of the relevant delivery date Domino reserves the right to impose a reasonable cancellation charge which may equal order value.

### 3. Price and Payment

3.1. The price of Goods and Services shall be the price quoted by Domino. Quoted prices shall remain valid for 30 days. Prices do not include VAT.

3.2. Unless otherwise agreed in writing payment of invoices shall be made in full without any deduction or set-off within 30 days of the invoice date. Payment shall be due whether or not property in the Goods has passed. Time for payment shall be of the essence and if payment is not made in full by the due date Domino may without prejudice to any other remedy:

- 3.2.1. charge the Purchaser compound interest (running before and after judgment) on all overdue sums at the rate of 2% per month from the date such sum became due to Domino until the Purchaser pays such sum in full together with such interest; and/or
- 3.2.2. suspend or cancel further supply of Goods or performance of Services whether under this or any other Contract until the Purchaser makes payment in full together with any applicable interest.

### 4. Delivery

4.1. Delivery of the Goods shall unless otherwise agreed be made by Domino delivering the Goods to the location specified in the Purchaser's order or by the Purchaser collecting the Goods at Domino's premises.

4.2. Any dates or times for delivery of Goods and performance of the Services are approximate only. Domino shall use reasonable endeavours to meet such dates or times but so long as it uses such reasonable endeavours Domino shall not be liable to the Purchaser, in contract, or negligence or otherwise for any loss or damage whatsoever resulting from any late delivery or performance.

4.3. Where the Goods are delivered by instalments, any breach by Domino in respect of any one or more instalments shall not entitle the Purchaser to terminate the Contract in whole or in part.

4.4. Upon receipt of the Goods the Purchaser shall examine them and shall within 7 days of such receipt give notice in writing to Domino of any apparent defects and/or shortages. The parties will agree between themselves such further action as may be necessary to remedy the defect and/or shortage. Domino shall not be liable for any defects and/or shortages notified to it after the period of 7 days after receipt.

### 5. Risk and Title

5.1. Risk of damage to or loss of the Goods shall pass to the Purchaser when Domino delivers the Goods to the Purchaser or, if the Purchaser collects the Goods from Domino, when the Goods are loaded onto transport at Domino's premises.

5.2. Notwithstanding the passing of the risk, Domino shall retain title to and ownership of the Goods until it has received payment in full of all sums due for the Goods.

5.3. Until title in the Goods has passed to the Purchaser, the Purchaser shall be in possession of them as a bailee of the Goods for Domino and shall store the Goods, properly insured and protected, separately from any Goods belonging to the Purchaser or any third party and shall be clearly marked and identifiable as being Domino's property. Domino shall be entitled to enter the Purchaser's premises upon reasonable notice to verify the Purchaser's compliance with this clause. If the Purchaser fails to make any payments to Domino when due, or any of the circumstances set out in Clause 8.2 arise, then Domino will have the right, without prejudice to any other remedies:

- 5.3.1. to enter, without prior notice, any premises where Goods owned by Domino maybe, and to repossess and dispose of any such Goods; and/or

5.3.2. to require the Purchaser not to resell or part with possession of any Goods owned by Domino until the Purchaser has paid in full all sums due to Domino under this or any other Contract.

5.4. The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Domino and if the Purchaser does so all monies owing by the Purchaser to Domino shall (without prejudice to any other right or remedy of Domino) forthwith become due and payable.

### 6. Warranty & Liability

6.1. Domino warrants that the Goods manufactured by it will be free from defects in materials and workmanship for a period of 12 months from the time that risk in them passes to the Purchaser or in the case of inks or other fluids for a period ending on their stated expiry date. In the case of any breach of warranty then Domino shall at its option remedy such defects or refund such sums as the Purchaser has paid to Domino in respect of such Goods. Domino shall be under no liability under the above warranties:

- 6.1.1. arising from any drawing, design or specification supplied by the Purchaser;
- 6.1.2. arising from improper installation, storage, use, modification or operation Including but not limited to the use of inks and other fluids not approved by Domino;
- 6.1.3. in respect of parts, materials or goods not manufactured by Domino in which case Domino shall use reasonable endeavours to pass on to the Purchaser the benefit of any warranty or guarantee as is given by the manufacturer or supplier to Domino.

6.2. Domino warrants that it will carry out the Services with reasonable care and skill. If Domino is shown to be in breach of this warranty in respect of particular Services it shall at its option and cost either re-provide those Services or refund any sums already paid in respect of those Services.

6.3. Domino does not exclude or limit its liability in negligence for death or personal injury, or for fraud or wilful default, or otherwise to the extent as any exclusion or limitation of its liability is void, prohibited or unenforceable by law.

6.4. Subject to Clauses 6.1, 6.2 and 6.3, all representations, warranties and Conditions implied by trade custom, course of dealing, statute, common law or otherwise are excluded to the fullest extent permitted by law.

6.5. Subject to Clause 6.3, in no circumstances shall Domino be liable to the Purchaser, in contract, tort, negligence or otherwise, for any incidental or Consequential loss including, without limitation, any loss of profit, business, revenue, goodwill or anticipated savings or for any special, exemplary or consequential damages or other financial loss whatsoever arising out of or in connection with the Contract or the supply of the Goods or Services or their use or resale (if applicable) by the Purchaser.

6.6. If notwithstanding the provisions of these conditions Domino is found liable for any loss suffered by the Purchaser arising in any way out of or in connection with the Contract or the supply of any Goods or Services, that liability shall in no event exceed the price paid for such Goods or Services.

6.7. The parties hereby confirm that notwithstanding any other provision of the Contract or these Conditions, the Contract shall not and shall not purport to confer on any third party the right to enforce any term of the Contract.

### 7. Force Majeure

7.1. Domino shall not be deemed in breach of the Contract or otherwise liable to the Purchaser, by reason of any delay in performance or non-performance of its obligations under the Contract to the extent that such delay or non-performance is caused by an event or circumstance beyond Domino's reasonable control. In such events Domino may, without liability to the Customer, reasonably vary the terms of the Contract including but not limited to extending the time for performing the Contract by a period of at least equal to the time lost due to such an event

### 8. Terminations

8.1. Domino may at any time by notice in writing to the Purchaser terminate the Contract with effect from the date of service or of such notice if:

- 8.1.1. the Purchaser commits a material breach of the Contract and fails to remedy such breach within 14 days after Domino has given written notice to the Purchaser identifying the breach and requiring it to be remedied; or
- 8.1.2. the Purchaser is unable to pay its debts as they fall due or if any petition is presented for the appointment of an administrator or receiver or trustee in bankruptcy in respect of the Purchaser or any part of its undertaking or assets or an administrative receiver is appointed in respect of any of the Purchaser's undertaking or assets or if the Purchaser makes or attempts to make any arrangement with or for the benefit of its creditors or if the Purchaser ceases or threatens to cease to carry on business.

### 9. Miscellaneous

9.1. The expression "in writing" and "written" includes fax transmission. Domino shall be entitled to sub-contract any or all of its obligations under the Contract and to assign the Contract and the Customer shall at the Domino's cost do all such things as may be necessary to enable Domino to so assign the Contract. Any failure or neglect by the Domino to enforce at any time any provision of the Contract shall not be construed nor deemed to be a waiver of any of Domino's rights under the Contract. The Contract shall be governed and construed in accordance with Indian law and the parties hereby submit to the exclusive jurisdiction of the Indian courts in relation to any claim or controversy arising out of or connected with the Contract.